Hospital San Francisco, Inc. *and* Unidad Laboral de Enfermeras(os) y Empleados de la Salud. Cases 24–CA–6012 and 24–CA–6077

April 15, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS OVIATT AND RAUDABAUGH

On December 30, 1991, Administrative Law Judge Lowell M. Goerlich issued the attached decision. The General Counsel filed exceptions.[1]

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order as modified.[2]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Hospital San Francisco, Inc., Rio Piedras, Puerto Rico, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. In paragraph 2(c), insert the words ''in English and Spanish'' in the first sentence between ''Puerto Rico'' and ''copies.''

2. In paragraph 2(d), substitute the correct date, ''January 12, 1990,'' for ''January 12, 1991.''

3. Substitute the attached notice for that of the administrative law judge.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

> To organize
> To form, join, or assist any union
> To bargain collectively through representatives of their own choice
> To act together for other mutual aid or protection
> To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and bargain with Unidad Laboral de Enfermeras(os) y Empleados de la Salud as the exclusive representative of our employees with respect to wages, hours, working conditions, or other terms and conditions of employment in the following appropriate unit:

> All registered nurses employed by us at our hospital in Rio Piedras, Puerto Rico, excluding all other employees, professional personnel, guards and supervisors as defined in the Act.

WE WILL NOT unilaterally give wage increases to our employees and change their terms and conditions of employment.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request of the Union, recognize and bargain collectively with the Union as the exclusive representative of all employees in the above appropriate unit with respect to rates of pay, wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

WE WILL supply the Union with information concerning the matters requested in the Union's written request dated on or about January 2, 1990.

WE WILL, on request of the Union, rescind any departures from wages or other terms and conditions of employment as they existed immediately prior to January 12, 1990, which we unilaterally put into effect.

HOSPITAL SAN FRANCISCO, INC.

Angel A. Valencia-Aponte, Esq., for the General Counsel.
Tristan Reyes-Gilestra, Esq. (Fiddler, Gonzalez & Rodriguez), of San Juan, Puerto Rico, for the Respondent.
Radames Quinones-Aponte, Executive Director, of Rio Piedras, Puerto Rico, for the Charging Party.

DECISION

STATEMENT OF THE CASE

LOWELL M. GOERLICH, Administrative Law Judge. The original charge in Case 24–CA–6012 filed by Unidad Laboral de Enfermeras (os) of Empleados de las Salud (the Union), on August 24, 1989, was served on the Hospital San Francisco, Inc. (the Respondent) on the same date by certified mail.

The amended charge in Case 24–CA–6012 was filed by the Union on October 25, 1989, and a copy thereof was served on Respondent on the same date by certified mail.

The second amended charge in Case 25–CA–6012 was filed by the Union on August 31, l990, and a copy thereof

[1] The General Counsel excepts only to the judge's failure to order the posting of a bilingual notice to employees and also seeks correction of an inadvertent error in a reference to a date. No exceptions were filed with respect to any substantive findings.

[2] We find merit in the General Counsel's exceptions and we will modify the recommended Order and notice accordingly.

was served on Respondent on the same date by certified mail.

The original charge in Case 24–CA–6077 was filed by the Union on January 18, 1990, and a copy thereof was served on Respondent on the same date by certified mail.

The amended charge in Case 24–CA–6077 was filed by the Union on March 12, 1990, and a copy thereof was served on Respondent on March 13, 1990, by certified mail.

The second amended charge in Case 24–CA–6077 was filed by the Union on August 31, 1990, and a copy thereof was served on Respondent on the same date by certified mail.

The cases were consolidated for hearing and an order consolidating cases, consolidated amended complaint, and amended notice of hearing was issued on August 31, 1990. In the amended consolidated complaint it is alleged that, the Respondent withdrew recognition of the Union, made unilateral changes in working conditions, refused to furnish the union requested information and bargained in bad faith all in violation of Section 8(a)(1) and (5) of the National Labor Relations Act (the Act). The Respondent filed a timely answer denying that it had engaged in the unfair labor practices alleged.

The matter was heard Hato Rey, Puerto Rico, on August 19, 1991. Each party was afforded a full opportunity to be heard, to call, to examine and cross-examine witnesses, to argue orally on the record, to submit proposed findings of fact and conclusions, and to file briefs. All briefs have been carefully considered.

On the entire record in this case and from my observation of the witnesses and their demeanor, I make the following

FINDINGS OF FACT AND REASONS THEREFOR

I. BUSINESS OF RESPONDENT

At all times material, Respondent, a Puerto Rico corporation, has been engaged in the operation of a hospital providing medical, surgical, and related health care services and operates a facility located at 371 De Diego Street, Rio Piedras, Puerto Rico (the hospital).

Respondent, in the course and conduct of its operations described above, annually derives gross revenues therefrom in excess of $250,000 and annually purchases and receives at its Rio Piedras, Puerto Rico facility equipment, goods, and materials valued in excess of $50,000 directly from suppliers located outside the Commonwealth of Puerto Rico.

Respondent is, and has been at all times material, an employer engaged in commerce and in a business affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act, and a health care institution within the meaning of Section 2(14) of the Act.

II. THE LABOR UNION INVOLVED

The Union is, and has been at all times material, a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

On December 23, 1987, the Respondent acquired the assets of Hospital San Martin and became the successor of Hospital San Martin and as such was bound to recognize and bargain with the Union.[1] (See 293 NLRB 171 (1989).)

The Union requested the Respondent to recognize it as the bargainingrepresentative of the nurses on January 5, 1988. The Respondent declined; thereafter unfair labor practices charges were lodged and a complaint issued. A 10(j) petition was filed with the district court and an order to bargain was entered by the court on October 25, 1988. On December 13, 1988, Judge Richard A. Scully issued a decision in the unfair labor practice case. Finally, in obedience to the court's order, the Respondent reluctantly and protestingly commenced bargaining with the Union on December 27, 1988.[2]

Bargaining sessions followed on December 27, 1988, January 18,[3] April 20,[4] May 11, and June 7 and 20, 1989.

Although the Respondent continued its protest against the order to bargain, it appears that some progress was made in the resolution of noneconomic matters for, agreed upon, were matter in connection with appearance, statement of principles, recognition of the Union, bargaining unit, union shop, check off, union delegates, probationary employees, greivance procedure, management rights, strikes and lockouts, separability of articles, section E of the grievance procedure, seniority, job security, hours of work, and other leaves.

On June 20, 1989, the discussion of economic articles commenced;[5] the medical plan article was agreed on and initialed. The Union proposed that the Union would agree to maintain all current economic conditions in the Respondent's hospital if Respondent agreed to a $100 monthly wage increase for unit employees for each year of the contract plus

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[1] The Union had been certified as the bargaining agent for the predecessor's employees and the Union had entered into a series of collective-bargaining agreements, the most recent, by its terms, was to extend from June 21, 1985, to May 14, 1988. The Union had been the exclusive bargaining agent of the registered nurses since 1977.

[2] The Respondent accepted its duty to bargain only under the threat of contempt proceedings and only ''formally'' recognized the Union. It asserted that, in a letter to the Union, if the Board eventually revoked the judge's decision it would ''no longer recognize'' the Union ''as the exclusive representative of the registered nurses.'' In a letter dated November 18, 1988, Respondent wrote that ''certain information furnished to the Union was done in compliance with the injunction issued by Honorable Judge Pieras and should not be interpreted as a waiver of the Hospital's positions.''

[3] The 2 month's delay for the next meeting was due to Respondent Administrator Efrain Pinero. On the day after the Respondent agreed to meet on February 28, 1989, he requested that bargaining be postponed ''until further notice'' because the Respondent was ''reorganizing and orientating ourselves on'' bargaining.

[4] On March 13, 1989, the Board issued its decision ordering the Respondent on request to bargain collectively with the Union in a unit of:

> All registered nurses employed by the Employer at its hospital in Rio Piedras, Puerto Rico, excluding all other employees, professional personnel, guards and supervisors as defined in the Act.

[5] Pedro Grant-Chacon, the Union's representative, testified that at the third bargaining meeting on April 4, 1989, the Union asked the Respondent for an economic offer. The Union was advised that the Respondent would bring an offer at a later meeting. At the May 11, 1989 meeting, the Respondent did not present an economic offer which was also true at the June 7, 1989 meeting.

a 4-percent Christmas bonus.[6] Respondent rejected the offer but indicated that it would bring an answer at the next meeting. At this point Respondent made no economic offer. The next bargaining session was delayed by Respondent's counsel's vacation.

According to Pedro Grant-Chacon at the scheduled next meeting, August 16, 1987, Attorney Reyes announced that the Respondent had filed a petition for an election and it was no use to continue negotiating. He added that the Union did not represent the majority of the employees. Mention was also made of the fact the Union had never brought to the bargaining table any employee representatives. The Respondent had filed its RM petition on August 15, 1989, and thereafter refused to recognize and bargain with the Union.

Grant also testified that at the time the Respondent broke off negotiations there had been no deadlock in negotiations. Noneconomic clauses had been agreed to and an agreement had been reached on the medical plan which was in effect.

Radames Quinones, the Union's executive director, testified that the union representatives had met with the nurses at the union offices to discuss the Union's proposals.

The Respondent offered the testimony of Efrain Pinero, administrator, and Carlos G. Vasquez, personnel manager of the Respondent. Pinero testified that the reason the Respondent filed its petition for election was because ''the Board of Directors . . . and myself had reason to believe that the registered nurses from the hospital did not want to belong to the Union.'' Pinero cited as a reason for their belief the following facts.

On July 1989 the Respondent met with the registered personnel at request ''because there were a series of concerns that they wanted to clear up with the administration.'' The matter of salary increase was raised. The nurses were advised that the Respondent was in negotiations with the Union and ''based on that we could not make any salary determination until those negotiations were finished.'' After the meeting some employees advised Pinero that ''they were not interested in being represented by any union and they saw no need to finish negotiations with someone they didn't want.'' Twenty nurses appeared at the meeting. Eight or ten appeared after the meeting (Pinero could remember the names of two nurses). The meeting was reported to the board of directors. Pinero also informed these nurses that ''if they show without a doubt that none of them wanted to belong to the union we were going to see what procedures we could follow as to that.''

Pinero also testified that in generating good-faith doubt the Respondent took into consideration that there was no shop steward or negotiating employee and that only two or three employees attended a union meeting at the hospital.[7] No grievances were filed.[8]

Vazquez testified that in January Proviana Ruiz, a registered nurse, said that ''if the Union came in one door she would go out the other,'' and that Inocencia Mijias told him ''now they did not need the Union'' in February or March 1989. Vazquez further testified that Luz M. Fernandez told him that ''she was not interested in the Union because the Union had left them alone.''

Luiz Minerva Fernandez testified that she had not made the foregoing statement to Vasquez. Fernandez further testified that she knew of no meeting of the nurses as described by Pinero and that she would have liked to have been represented by the Union when the Respondent assumed operations of the hospital, ''during the first month everything was very uncertain because we were all afraid that we could lose our employment and would be replaced by new employees. There was fear.'' ''We were afraid to lose our employment and the delegates that were at San Francisco Hospital told us that they did not want to deal with Union. Dr. Rodriguez said not to form the something with them and not to insist that the new personnel as the hospital progressed they would increase our salaries and we would be placed in better positions and everything was left like that.'' Fernandez said she stopped paying dues ''[w]hen the new administration from the orthopedist bought it they did not want to continue negotiating with the Union.''

Vasquez testified that the position of the Respondent was that ''it was not going to discuss grievances with the Union because there was not yet a collective-bargaining agreement signed.''[9]

Quinones denied that he had informed Vasquez that only two or three employees attended the union meeting held on the Respondent's premises.

In its answer to consolidated amended complaint the Respondent admitted, among other things:

> It is admitted that on or about January 12, 1990, Respondent granted *all* its employees a wage increase and implemented a rule for periodic wage revisions upon every anniversary date for *all* its employees.
>
> . . . .
>
> [I]t is admitted that Respondent granted *all* its employees a wage increase and implemented a rule for periodic wage revisions for *all* it employees, without prior notice to the Union and without having afforded the Union an opportunity to negotiate and bargain.

Conclusions and Reasons Therefor

First: In its order of April 2, 1991, the court of appeals opined:

> Respondent misperceives the scope of the ''wrong'' which is of relevance here. As the Court has made clear, that term must be construed sufficiently broadly to prevent a party from continuing to evade its statutory obligations by continually advancing new pretexts for a refusal to bargain. See, e.g., *NLRB v. Raytheon Co.*, 398 U.S. 25, 27 (1970); *NLRB v. Mexia Textile Mills*, 339 U.S. 563, 567 (1950). Cf. *McComb v. Jacksonville Paper Co.*, 336 U.S. 187, 192–93 (1949) (FLSA). We find sufficient intimations in the record of continued recalcitrance by respondent concerning its duty to bargain so as to counsel deference to the Board's judgment that enforcement of the order is warranted.''

[6] On January 12, 1990, the Respondent unilaterally granted its employees a wage increase.

[7] According to Quinones, 10 or 12 attended the meeting.

[8] As noted infra, the Respondent had a policy against accepting grievances.

[9] This is a poignant illustration of the Respondent's recalcitrance to assume its duty to bargain.

I am convinced that the credible record in this case clearly establishes that the Respondent has continued its recalcitrance and is continuing its evasion of its statutory obligations by utilizing the withdrawal of recognition and the filing of its RN petition as a new pretext for a refusal to bargain. The Employer has never sincerely attempted to reach an agreement with the Union.

Its concessions on noneconomic matters were no more than window dressing to satisfy the court's injunction.

On January 5, 1988, when the Union requested recognition, the Board found (293 NLRB 171 (1989)) that a majority of the registered nurses were former employees of the Respondent's predecessor and that the Respondent was obligated to recognize and bargain with the Union. By failing to do so on January 5, 1988, the Respondent committed an unfair labor practice, a violation of Section 8(a)(5) of the Act. Thus any defection of employees from the Union thereafter may not be disassociated from this unfair labor practice committed by the Respondent.[10] Witness the testimony of Minerva Fernandez, whom I credit, ''It was—during the first month everything was very uncertain because we were all afraid that we could lose our employment and would be replaced by new employees. There was fear.'' ''We were afraid to lose our employment and *the delegates that were at San Francisco Hospital told us that they did not want to deal with the Union*. Dr. Rodriquez said not to form the something with them and not to insist that new personnel as the hospital progressed they would increase our salaries and we would be placed in better positions and everything was left like that.'' (Emphasis added.) Fernandez further testified that she stopped paying union dues ''*[w]hen the new administration from the orthopedist bought it they did not want to continue negotiating with the Union*.'' (Emphasis added.) Moreover, until December 27, 1998, the Respondent not only refused to assume its duty to bargain but also contested openly the right of the Union to represent the registered nurses. Indeed even when ordered by the court to bargain, the Respondent only ''formally'' recognized the Union and reserved the right to withdraw recognition. It was looking to escape the effects of the court's injunction. Certainly in the Employer's stance, the futility of an employee's staying with the Union is transparent. Hence union defection is easily traced to the Respondent's commission of unfair practices.[11] A good-faith doubt is nonexistent where unfair labor practices, as here, douse union affection. Nor ought the Respondent profit by its own wrong.

Additionally the Respondent, compelled to bargain under the court's order, put on a pretense of bargaining by considering noneconomic matters and avoiding the bargaining over economic matters.[12] As early as the third bargaining meeting, the Union requested an economic offer from the Respondent. It was never forthcoming. Significantly, when it appeared that it was not feasible to longer delay an economic offer, the Respondent withdrew recognition. At the time the Respondent withdrew recognition there was not a scintilla of credible evidence that an impasse existed or that had the Respondent continued negotiations and made an economic offer (except for the Respondent's recalcitrance) a contract would not have resulted. Withdrawal of recognition obviated this risk and put off dealing with the Union until the Respondent's spurious position could be litigated.

In this regard it must also be considered that the Respondent had frustrated the bargaining process by its refusal to recognize the Union and from January 5, 1988, the date of the Union's request to bargain, and December 27, 1988, the date bargaining commenced. During this period the Respondent had rendered the Union a useless instrument for bargaining and had caused, by its unfair labor practice, a climate which was not compatible with continued union affection. Withdrawal of recognition obviated this risk and put off dealing with the Union until the Respondent's superious position could be litigated.

The Respondent's duplicity is even more conspicuous in that it had a wage raise in the offering; it granted a wage increase after it withdrew recognition. Had it offered that same wage raise at the scheduled August 16 meeting it would have no doubt run the risk of a completed contract. Thus, it would appear that the Respondent never had an intention to reach an agreement with the Union. The Respondent's disinclination to deal with the Union is further evidenced by its policy to refrain from discussing grievances with the Union ''because there was not yet a collective bargaining agreement signed.''

When the Board imposes a bargaining order as a remedy unless thereafter collective bargaining has a fair chance to succeed, the remedy is useless. For the remedy to accommodate the wrong committed it means that bargaining shall continue in good faith until *at least* the point where further bargaining would be fruitless. In the instant case bargaining did not have a fair chance to succeed because the Respondent withdrew recognition. A reasonable time had not expired; there was no impasse. The Respondent had made no final offer, indeed, it had made no economic offer at all.[13] Not a scintilla of credible evidence was offered which supported a finding that had negotiations continued, the parties would have reached a settlement, unless of course, the Respondent's recalcitrance is considered as a roadblock like factor. By withdrawing recognition the Respondent frustrated the bargaining process and rendered the Board's bargaining remedy for naught.

The Respondent's withdrawal of recognition and the filing of the RN petition were pretexts and shams, the real purpose for which was the delaying of collective bargaining and ultimately the ousting of the Union from the Respondent's premises.

I find that on the totality of the record the Respondent violated Section 8(a)(5) of the Act not only by bargaining in bad faith with no intention of entering into a final and binding collective-bargaining agreement with the Union, but by failing to bargain with the Union for a reasonable period of time after the entry of the Board's Order before it challenged

[10] ''An employer may not assert good-faith doubt as to majority status in a context where employee defections are attributable to unremedied unfair labor practices.'' *Columbia Portland Cement Co.*, 303 NLRB 880 (1991).

[11] The Respondent was doing here what was anticipated by the Supreme Court in *Fall River Dyeing Corp. v. NLRB*, 482 U.S. 27, 38–39 (1987), ''to avoid good-faith bargaining in the hope that, by delaying, it will undermine the union's support among the employees.''

[12] Expertise in this field teaches that generally noneconomic matters are easier resolved than economic matters.

[13] Cf. *Gaywood Mfg. Co.*, 299 NLRB 697 (1990).

the Union's majority status and withdrew recognition from the Union.[14]

In this case of *Hospital Employees District 1199 v. NLRB*, 864 F.2d 1096 (3d Cir. 1989), the court summarized the requirements of good-faith doubt as it applies to the question of a union's majority:

> In sum, for an employer ''[t]o meet this burden 'requires more than an employer's mere mention of [its good faith doubt] and more than proof of the employer's subjective frame of mind.' What is required is a 'rational basis in fact.''' *Toltec*, 490 F.2d at 1125 (bracketed statement in original) [quoting *NLRB v. Risk Equipment Co.*, 407 F.2d 1098, 1101 (4th Cir. 1969); see also *Frick*, 423 F.2d at 1331.]

It is clear that the Respondent's alleged good-faith doubt does not satisfy the criteria set out above and that its defense is not well taken.

Second: The Respondent admitted in its answer that on January 12, 1990, it granted its employees in the unit, as well as others, a wage increase and implemented a rule for periodic wage revisions on each anniversary date of the employees without having afforded the Union an opportunity to negotiate and bargain. Such unilateral action was in violation of Section 8(a)(5) of the Act.[15]

Third: Since on or about January 2, 1990, the Union, by written request, has requested Respondent to furnish the Union with the following information:

(1) Current list of employees in the unit including basic entry salaries.

(2) Wage differentials received by each unit employee including the reason for the differentials.

(3) Working schedules of the unit employees for the months of October, November, and December 1989.

The information requested by the Union, as described above, is necessary for, and relevant to, the Union's performance of its function as the exclusive collective-bargaining representative of the unit.

Since on or about January 10, 1990, Respondent has failed and refused to furnish the Union the information requested by it as described above.

The Respondent's refusal to furnish the above-described information is a violation of Section 8(a)(5) of the Act. See *Hawkins Construction Co.*, 285 NLRB 1313 (1987); *NLRB v. Postal Service*, 841 F.2d (6th Cir. 1988).

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and it will effectuate the purposes of the Act for jurisdiction to be exercised here.

2. The Union is a labor organization within the meaning of the Act.

3. The following employees of the Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> Included: All registered nurses employed by Respondent at its hospital in Rio Piedras, Puerto Rico.
>
> Excluded: All other employees, professional personnel, guards and supervisors as defined in the Act.

4. At all times material, the Union has been the exclusive collective-bargaining representative of the employees in the appropriate unit within the meaning of Section 9(a) of the Act.

5. By failing and refusing to continue to bargain collectively with the Union and by withdrawing recognition from the Union, the Respondent violated Section 8(a)(1) and (5) of the Act.

6. By bypassing the Union without bargaining collectively, by unilaterally giving wage increases to its employees, and by unilaterally changing terms and conditions of employment of its employees, the Respondent violated Section 8(a)(1) and (5) of the Act.

7. By refusing to bargain collectively with the Union by refusing to furnish the Union with the information it requested on or about January 2, 1990, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act.

8. The aforesaid unfair labor practices are unfair practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[16]

ORDER

The Respondent, Hospital San Francisco, Inc., Rio Piedras, Puerto Rico, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to recognize and bargain with the Union as the exclusive representative of its employees in the appropriate unit with respect to wages, hours, working conditions, or other terms and conditions of employment.

(b) Unilaterally giving wage increases to its employees and changing their terms and conditions of employment.

(c) Failing and refusing to supply information concerning matters requested by the Union in its written request dated on or about January 2, 1990.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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[14] The Board has held in *King Soopers, Inc.*, 295 NLRB 35 (1989), *that factor's considered in determining* a reasonable period of time include ''meaningful good-faith negotiations over a substantial period of time; and whether an impasse in negotiations have been reached.''

[15] Cf. *Fire Fighters*, 304 NLRB 401 (1991).

[16] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain collectively with Unidad Laboral de Enfermas(os) y Empleados de la Salud as the exclusive representative of all employees in the aforesaid appropriate unit with respect to rates of pay, wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

(b) Supply the Union the information concerning matters requested in the Union's written request dated on or about January 2, 1990.

(c) Post at its hospital in Rio Piedras, Puerto Rico, copies of the attached notice marked ''Appendix.''[17] Copies of the notice, on forms provided by the Regional Director for Region 24, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) On the request of the Union rescind any departures from wages or other terms and conditions of employment as they existed immediately prior to January 12, 1991, the date on which the Respondent unilaterally changed wages and other working conditions which it unilaterally put into effect.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

IT IS FURTHER RECOMMENDED that there being no objection thereto, the General Counsel's motion to correct the transcript is granted and the transcript is corrected.

[17] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''